

REQUEST FOR PROPOSALS - Part B

FOR

ASSISTANT COUNSEL

OFFICE OF THE ATTORNEY GENERAL

and

MARYLAND TRANSIT ADMINISTRATION

Contract No. OAG-MTA-005B-13

Publication Date: September 17, 2013

OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF MARYLAND
200 St. Paul Place
Baltimore, Maryland 21202

and

MARYLAND TRANSIT ADMINISTRATION
6 St. Paul Street
Baltimore, Maryland 21202

REOUEST FOR PROPOSALS - PART B

Potential offerors are invited to submit proposals in accordance with this request.

PART I - PROPOSAL INFORMATION

1.1 Purpose: This Request for Proposals (“RFP”) invites attorneys experienced in the defense of motor torts and other Maryland tort actions to submit proposals to the Office of the Attorney General of the State of Maryland (“OAG”), outlining their ability and willingness to serve as Assistant Counsel to the Maryland Transit Administration (“MTA”), a unit of the Maryland Department of Transportation (“MDOT”) of the State of Maryland (“State”). The successful offeror will provide legal representation for the MTA, MDOT or the State, its agents and employees in actions filed against them for bodily injury or property damage claims arising from the MTA’s bus, light rail, metro and premise operations, and any other related and incidental matters in which MTA may be a defendant, including, but not limited to, incidents arising out of the use of non-revenue vehicles titled in the name of MTA, if any.

The MTA is not covered by the Maryland Tort Claims Act (State Government Article, §12-101 et seq., Annotated Code of Maryland). MTA is covered by its own statutory waiver of sovereign immunity. (Transportation Article §7-702). The MTA is self-insured up to the amount of \$5 million. It retains excess liability insurance coverage above \$5 million. Claims

administration services are provided in house by the MTA. The Issuing Office will provide some assistance in securing MTA documents or other evidentiary material or contacting MTA employees necessary for the Assistant Counsel's representation of MTA.

1.2 Related RFPs. This RFP is issued in conjunction with two other RFPs (Parts B and C) which also solicits proposals to provide legal representation for the MTA. This RFP, styled "Part A", solicits offers which will result in payment for services based either on an hourly rate or on a fixed fee for legal representation which is more fully described below. A successful offeror, or offerors, under Part A will be assigned to defend, on an equitable basis, almost all of MTA's cases. RFP-Part B contemplates the selection of a panel of practitioners from which a selection will be made on a case by case basis to provide legal defense to MTA in a small number of high risk and/or complex cases. These services will be provided on an "as needed" basis and payment will be made on an hourly rate basis. RFP-Part C contemplates the selection of one or more practitioners from which a selection will be made on a case by case basis to provide legal defense to the MTA for personal injury claims arising from MTA's MARC Service.

Offerors may respond to only one part or may respond to all three parts. However, no offeror will be selected for more than one part. Responses to each Part must be made separately and in accordance with the instructions of the RFP for that Part.

1.3 Procurement Officer and Issuing Office:

The procurement officer is:

T. Byron Smith
Assistant Attorney General and
Deputy Counsel to the Maryland
Transit Administration
6 Saint Paul Street, Suite 1200
Baltimore MD 21202
Telephone: (410) 767-3872
Facsimile: (410) 333-2584
BSmith10@mtamaryland.com
(or such other person designated by the Attorney General)

The Issuing Office is:

Office of the Attorney General
Maryland Transit Administration
William Donald Schaefer Tower, Twelfth Floor, Suite 1200
6 Saint Paul Street
Baltimore, Maryland 21202

The sole point of contact in the State for the purpose of this RFP is the procurement officer.

1.4 Written questions: Prospective offerors may submit written questions. Such questions must be received, in writing, by the procurement officer at the address listed on page 3 no later than **September 27, 2013**. A list of the written questions and the answers thereto will be mailed to prospective offerors who were sent this RFP, or who otherwise obtained this RFP and notified the procurement officer in writing of the same. Persons who download this RFP from the Internet must notify the procurement officer (by mail, facsimile or e-mail) in order to be on the list of prospective offerors.

1.5 Amendment or Cancellation of RFP: If this RFP requires amendment, written notice of the amendment will be given to all prospective offerors identified in Section 1.4. **RECEIPT OF AMENDMENTS MUST BE ACKNOWLEDGED IN WRITING BY ALL OFFERORS**. This RFP may be canceled, and any proposal may be rejected, in whole or in part, if the procurement officer determines that such action is in the best interest of the State.

1.6 Submission Requirements and Closing Date: Proposals must be submitted in two parts, each in its own sealed envelope, as follows: (1) one envelope labeled "**Technical Proposal - MTA Assistant Counsel - Part B**" containing the original and six copies of the Technical Proposal, and (2) one envelope, labeled "**Price Proposal - MTA Assistant Counsel - Part B**", containing the original and six copies of the Price Proposal. The Technical Proposal and the Price Proposal shall together constitute the offeror's "proposal". The label or exterior of each envelope must identify clearly the offeror submitting the proposal.

The procurement officer must receive each proposal, complete with all parts thereof, at the Issuing Office no later than **4:00 p.m.** prevailing time on **Tuesday, October 8, 2013**,

(the "Closing Date"). **Requests for extensions of the Closing Date will not be granted. Any proposal, request for modification, or request for withdrawal received after 4 p.m. on the Closing Date is late and will not be considered. A proposal (or any part thereof) may not be submitted by facsimile or by electronic mail. It is recommended that proposals be delivered by hand to the Issuing Office. DELIVERY WILL BE COMPLETE ONLY WHEN A PROPOSAL IS ACTUALLY RECEIVED IN THE ISSUING OFFICE, WHICH IS LOCATED AT THE MARYLAND TRANSIT ADMINISTRATION, ATTORNEY GENERAL'S OFFICE, ON THE TWELFTH FLOOR, SUITE 1200 AT 6 SAINT PAUL STREET, BALTIMORE MD 21202.**

1.7 Acceptance of Terms and Conditions. By submitting a proposal in response to this RFP, (A) the offeror accepts all of the terms and conditions set forth in this RFP; (B) the offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the contract; (C) the offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of the Contract; and (D) the offeror, if selected for award, shall be deemed to have agreed to all terms and conditions set forth in the form of Contract.

1.8 Minority Participation. The OAG desires that socially and economically disadvantaged individuals and minority business enterprises ("MBEs") as defined in §14-301 of the State Finance and Procurement Article of the Annotated Code of Maryland (the "Procurement Article") have the maximum practicable opportunity to participate in the Contract(s). When permitted or required by law, the OAG encourages the use of socially and economically disadvantaged individuals and MBEs for contracting and subcontracting opportunities. Assistant Counsel should desire to promote and undertake efforts to reach out to

socially and economically disadvantaged individuals and MBEs to maximize their participation in the Contract(s).

1.9 Disclosures: Proposals shall be subject to disclosure pursuant to Section 10-611 *et seq.* of the State Government Article of the Annotated Code of Maryland (the "Public Information Act"). Offerors who contend that portions of their proposals should not be disclosed shall identify that portion and state, with specificity, the factual and legal basis for their contention.

1.10 Incurred Expenses: The MTA, OAG and the State of Maryland are not responsible for any expenses incurred in preparing and submitting proposals.

1.11 Offeror's Affidavits: Each offeror shall complete and submit with the Technical proposal, the Proposal Affidavit attached as Attachment A. A successful offeror will be required to complete a Contract Affidavit in the form attached hereto as Attachment B at the time of the execution of the contract entered into as a result of this RFP. An executed Contract Affidavit should not be submitted with the offeror's proposal.

1.12 Procurement Regulations: This RFP and any subsequent contract are not subject to the provisions of Division II of the State Finance and Procurement Article of the Annotated Code of Maryland ("the Procurement Article"). Nonetheless, the requirements of the Procurement Article and the State procurement regulations COMAR Title 21, as amended; will be applied to this RFP to the extent practicable and consistent with obtaining the best legal counsel for the State, all as determined in the procurement officer's sole discretion. The appeal procedure outlined in the Procurement Article and in the State procurement regulations will not apply to this procurement.

1.13 Joint Responses. A joint venture of not more than two parties may submit a proposal (a party, for this purpose, means a law firm or a lawyer). A joint venture is an "offeror" and, except when otherwise expressly provided or when the context indicates otherwise, will be treated as one entity.

PART II — CONTRACT INFORMATION AND PROPOSED CONTRACT PROVISIONS

2.1 Parties to the Contract: The contract to be entered into as a result of this RFP (the "contract") shall be by and between the successful offeror (the "contractor") and the OAG and shall be substantially in the form attached as Attachment C. Offerors should carefully read the contract and its attachments. The contract shall consist of the following documents: this RFP, the proposal, the contract, the Proposal Affidavit and the Contract Affidavit.

2.2 Contract Term: The contract term shall be three years and is expected to commence on November 1, 2013, or shortly thereafter. It will terminate on (a) the later of October 31, 2016, or (b) the time that all work which was authorized before the termination date is completed, unless sooner terminated in accordance with the contract terms. At the sole option of the OAG, the contract may be renewed on the same terms and conditions for two successive additional terms not to exceed one year each ("option period").

2.3 Start-Up: The contractor shall conduct any necessary due diligence, and familiarize itself with the MTA and MTA's operations before commencement of the contract, at no cost to MTA, OAG or the State.

2.4 Compensation and Method of Payment:

A. The contractor will be paid for performing contract services as follows:

1. Contractor will submit detailed monthly invoices delineating the compensable services provided during that month.

2. Payments will be based upon a reasonable number of actual hours worked by the contractor's attorneys and paraprofessionals subject to approval by the procurement officer. The approved number of hours will be multiplied by the fixed melded hourly rate of compensation in the contractor's Price Proposal or by any modified melded rate, proposed by the contractor during negotiations conducted pursuant to Section 7.4 below.

B. During the term of the contract, the contractor will:

1. Be reimbursed by the MTA for all reasonable, allowable and allocable direct out-of-pocket costs and expenses incurred.
2. Not be reimbursed for indirect costs such as regular secretarial services, in-house messenger services, or other ordinary and regular business expenses.
3. Maintain records evidencing costs and expenses incurred for a period of three (3) years from the date of final payment under the contract.

2.5 Insurance

A. The offeror who is awarded a contract under this RFP shall purchase, maintain and provide certification for the following insurance coverage on all employees performing contract services:

1. Comprehensive General Liability Insurance
 - (a) Bodily Injury: \$1,000,000 combined single limit
 - (b) Property Damage: \$1,000,000 per occurrence or claim made
2. Comprehensive Automobile Liability Insurance
 - (a) Bodily Injury: \$1,000,000 combined single limit
 - (b) Property Damage: \$1,000,000 per occurrence or claim made

3. Worker's Compensation

Insurance shall be sufficient to cover claims payable under statutory requirements for worker's compensation.

4. Employer's Liability Insurance (Coverage B)

\$5,000,000 limit

5. Professional Liability Insurance

(a) Bodily Injury: \$1,000,000 combined single limit

(b) Property Damage: \$1,000,000 per occurrence or claim made.

The professional liability insurance shall cover all claims resulting from errors, omissions or negligent acts arising from the professional services required under the contract. The offeror shall secure the following coverage endorsements:

(a) Contractual coverage

(b) All other endorsements that are applicable and arise from the scope of services in this RFP and the contract.

6. Excess/Umbrella Liability Insurance

(a) Bodily Injury: \$4,000,000 combined single limit

(b) Property Damage: \$4,000,000 per occurrence or claim made

B. The insurance required in this section must be issued by companies that are acceptable to the MTA and are licensed to do business in the State of Maryland.

C. The contractor shall not commence work under the contract until evidence of the above coverage has been received and approved by MTA. The insurance shall include the State, MDOT and MTA and its officers, employees and agents as additional named insureds. Coverage under all policies shall remain in full force and effect throughout the contract term and until all services has been completed.

D. All policies must provide that they not be canceled, terminated or modified without 60 days prior written notice to the MTA. Certificates of insurance are acceptable in lieu of true copies of the policies if all policy exclusions are noted on the certificate or through attachment to the certificate by the policy writer.

PART III - OFFEROR'S MINIMUM QUALIFICATIONS

3.1 Prior Experience: Attorneys performing under this contract must have, at least five (5) years of litigation experience with extensive and recent trial experience in Maryland courts in jury and non-jury matters with emphasis in the area of motor tort defense and/or premise liability.

3.2 Offeror's Capacity: Offerors must demonstrate the capability to perform the volume and type of services described in Part IV, below. The MTA's litigation statistics, attached as Attachment D, show the type and volume of work, which has been performed. The offeror must be available at all times to render contract services.

3.3 Admission to Practice and Principal Office: There is no requirement that the offeror have a principal place of business in any locality. Please note that it is anticipated that most cases will arise out of accidents in Baltimore City or Baltimore County. All attorneys performing under this contract must be admitted to practice law before the Maryland Court of Appeals.

3.4 Computer Capacity: Offerors must have the capacity to:

- A. Send and receive data using Internet electronic mail; and
- B. Share documents in a format compatible with the Issuing Office and the MTA. Both offices use Microsoft Word, Excel and Access.

PART IV - SCOPE OF SERVICES

4.1 Purpose: The MTA, a unit of MDOT, has the responsibility to design, construct, operate and maintain public bus and rail transit services. The contractor will defend claims

stemming from any and all incidents arising out of MTA'S bus and rail operations, premise operations, and any other related and incidental matters in which the MTA may be a defendant, including but not limited to, incidents arising out of the use of non-revenue vehicles titled in the name of MTA, if any. The Scope of Services under this Part cover the high risks and/or complex cases.

Assistant Counsel will work closely with MTA's counsel, the Office of the Attorney General and MTA's claims administration services staff (Transit Insurance Group).

In the sole discretion of the Office of Attorney General, any case brought against the MTA may be litigated by members of the Office of Attorney General. This RFP is not a guarantee of work.

4.2 Services: The contractor shall provide the following services:

A. Defend all suits directed to it that arise during the contract year, regardless of the year of occurrence including:

1. Investigation and securing of evidence,
2. Filing of all pleadings and motions and required argument,
3. Conducting discovery,
4. Pre-trial settlement discussions,
5. Trial, and
6. Post-trial services.

B. Provide advice regarding liability, damage exposure and offers of settlement.

C. Provide reports to the Transit Insurance Group monthly, or more frequently, if requested, on the following matters:

1. Pending activity including cases opened and closed.
2. Cases currently set for trial and/or mandatory settlement

conferences;

3. Notification 60 days in advance of the date of circuit court trials.
 4. Trial activity, including individual trial reports, program performance, and results (including the amount of any settlement or judgment). (A form MTA Litigation Settlement Report is attached as Attachment E for the offeror's information);
 5. Status of major cases (to be provided to the Transit Insurance Group and to the MTA office of the Attorney General or any other State agency that is monitoring or reporting on each such case.)
- D. Maintain contact, as necessary, with MTA counsel, the Office of the Attorney General and the Transit Insurance Group.
 - E. Maintain up to date computer and electronic capability in rendering service;
 - F. Perform such ancillary services as directed by MTA counsel or the Office of the Attorney General for the effective representation of the MTA.

PART V - TECHNICAL PROPOSAL FORMAT

5.1 General:

- A. Technical Proposals shall contain a concise description of the offeror's capabilities to satisfy the RFP requirements generally, and specifically Part III above and Section 5.3, below. The responses to Part III and Section 5.3 should correspond to those specific subsections to the extent possible without unnecessary repetition.
- B. The original and each copy of the Technical Proposal must be:
 1. bound along the left margin in a manner selected by the offeror;
 2. labeled on the cover;
 3. printed on 8-1/2 inch paper in a single space format, with at least one-inch margins;
 4. be paginated; and
 5. identify the name of the offeror on each page in a header or footer.

The technical submission should be organized as described below and contain sufficient information to enable evaluation of the proposal. It should be clear and concise.

5.2 Length: No proposal may exceed ten (10) pages, excluding an executed copy of the Proposal Affidavit, any attached resumes and any statistical exhibits regarding litigation experience.

5.3 Required Information: The proposal shall contain the following information:

A. General Information: The first page or pages must set forth the following information.

1. The name or names of the firm or firms submitting the proposal.
2. The street address at which the offeror desires to receive mail regarding the RFP.
3. The name and position of the individual designated as the head of the contract team who will represent the offeror as the primary contact person on matters relating to the proposal.
4. The telephone and facsimile numbers, and e-mail address of that individual.
5. The offeror's tax identification number.

If the offeror is a joint venture, then information relating to each joint venturer should be provided in response to items 1. and 5.

B. Offeror's Prior Experience. For each attorney expected to devote a substantial portion of his/her time performing this contract, a statement of experience with the following information:

1. For each of the last three (3) years, the number of motor tort and premise defense trials conducted, specifying the number in Circuit Court and District Court, whether jury or non-jury and whether tried with co-counsel. Specify the number of cases settled prior to trial and trial results.

2. The type and extent of litigation experience in areas other than above.

3. Trial experience on behalf of transportation companies or agencies.

4. Individual cases of special note or complexity, and any other work experience relevant to the work solicited in this RFP.

C. Other qualifications. For all attorneys named under paragraph B, above, the following information:

1. Courts in which they are admitted to practice, year of admission, and location of their principal place of business.

2. Their availability to perform contract services and the percentage of time they expect to regularly devote to these services.

3. Resumes of each attorney named.

D. Use of Para-professionals. The offeror shall detail how it will use para-professionals, law clerks, and law graduates to promote economy and efficiency in the performance of this contract.

E. Conflicts of Interest.

1. General. If a conflict of interest arises, and to the extent permitted by the Code of Professional Responsibility, the offeror must be willing to continue to represent the MTA and be in a position to inform other existing or potential clients that they must find representation elsewhere in particular situations. The procurement officer reserves the right, in his/her sole discretion, to select another contractor or law firm to represent the MTA in a particular matter or to terminate the Contract if a conflict is not resolved to the satisfaction of the

Attorney General.

Conflicts may arise not only from direct participation of attorneys named on the contract but also from representation of parties in cases or transactions involving the MTA or MDOT by any other member of the firm, regardless of whether that attorney is in the same office or a different branch office. For purposes of determining whether or not there is a conflict, the offeror is understood to have a conflict if, for example, any attorney in the firm represents a party suing or being sued by the MTA or any of its officers.

2. Conflict Check System. The offeror shall describe in detail its existing system for identifying conflicts of interest in undertaking new representation. The description should include information about who maintains the central records, how often information is updated and at what stage of representation the check is made. The offeror shall provide a copy of its written conflicts policy or explain in detail why there is no written policy. The offeror shall indicate whether or not it has discussed conflict of interest issues with its malpractice insurance carrier and the date it was done, whether orally or in writing and with whom in the firm.

3. Resolving Conflicts. The offeror shall identify any conflicts of interest that may arise if the offeror serves as the MTA's counsel and shall describe how it proposes to avoid such conflicts. The contract will require the contractor to notify the procurement officer immediately of any potential conflicts of interest and to undertake immediate action to eliminate the source of the potential conflict. The procurement officer and staff of the MTA reserve the right to make the contractor aware of situations that may present a conflict of interest and require the contractor to promptly remedy the situation. Any request by an offeror to waive a conflict of interest shall be in writing and shall be submitted to the procurement officer. Upon the request of the procurement officer, the offeror, to the extent permitted by the Code of Professional Responsibility, will withdraw from the representation of parties whose interests are adverse to the interests of the MTA. The procurement officer reserves the right, in his/her sole discretion, to select another law firm to represent the MTA in a particular matter if the conflict of interest is

not resolved to the satisfaction of the procurement officer.

F. Computer Capability. Offerors should include information about the offeror's staff and technical capacity, the offeror's capacity to receive and transmit documents electronically, and the offeror's hardware and software resources. Also, please describe how the offeror would address issues of compatibility with software employed by the MTA, including the possibility of future direct dial in by MTA to the offeror's files, if the software becomes available.

G. Rationale for Appointment. The offeror is invited to present the case for its selection as the firm to whom the contract should be awarded. The offeror may submit other information that it considers essential to a fair evaluation of its experience and capabilities.

H. Client References. The offeror must provide as references three clients (other than the Department) for whom the offeror has performed services within the last five years similar to those to be performed under the contract. The reference information must include:

1. the name of the client;
2. the offeror's primary contact and that person's address and telephone number;
3. the nature of the representation; and
4. the dates and duration of representation.

If the offeror has represented the Department, the procurement officer may obtain a reference from the Department. If the offeror has represented any other State agency, the procurement officer may obtain a reference from any such agency.

I. Affidavit. The Proposal Affidavit shall be executed by a person authorized to bind the offeror in a manner indicating that the Proposal Affidavit is binding.

J. Execution. The Technical Proposal shall be executed by a person or persons authorized to bind the offeror in a manner clearly indicating that the Technical Proposal is binding.

K. Attachments. Each offeror must provide the following attachments, which will not be counted towards the page limits set forth in Section 5.2:

1. Resumes. Resumes pursuant to Sections 5.3(C)(3).
2. Written Conflicts Policy. The written conflicts policy pursuant to 5.3(E)(2).
3. Proposal Affidavit. The Proposal Affidavit pursuant to Section 5.3 (I).

L. Other. Any other information which the offeror considers relevant to a fair evaluation of its experience and capabilities.

PART VI - PRICE PROPOSAL FORMAT

6.1 Rates.

A. The offeror shall submit an original and six copies of its Price Proposal using the format shown on Attachment F. The Price Proposal shall be placed in a sealed envelope and labeled as set forth in Section 1.6.

B. The Price Proposal shall provide a fixed melded hourly rate of compensation for the services to be performed during the initial two-year term of the contract. These fixed melded hourly rates shall include:

1. One fixed melded hourly rate of compensation for all attorneys;
and
2. One fixed melded hourly rate of compensation for all para-professionals and law school graduates not admitted to practice.

No compensation will be permitted for the services of law clerks.

C. The Price Proposal shall also include fixed melded hourly rates of compensation for both attorneys and paraprofessionals and law graduates not admitted to practice for any renewal term or terms of the contract.

6.2 Irrevocability. The proposed fixed, melded hourly rates of compensation will be irrevocable for a period of 90 days from the Closing Date, or if modified during negotiations pursuant to Section 7.4, for a period of 90 days from the date the offeror proposes such modified rates.

6.3 Billing Rates. The offeror must submit a list of the current standard billing rate for each attorney, each para-professional and each law school graduate not admitted to practice, who it is expected will provide services under the contract.

6.4 Certification. The offeror shall certify that, to the best of its knowledge, the price information submitted is accurate, complete, and correct as of the Closing Date, and if negotiations are conducted pursuant to Section 7.4, as of the date of the offeror's best and final offer.

6.5 The Price Proposal shall be executed by a person or persons authorized to bind the offeror.

PART VII - EVALUATION PROCEDURE

7.1 Evaluation Committee: An evaluation committee ("committee") composed of the Attorney General or his designee, the procurement officer, and one or more other representatives of the MTA and OAG shall be established.

7.2 Discretion in Determining Compliance: The Attorney General reserves, and assigns to the procurement officer, the right to determine which of the offerors have met the minimum qualifications of Part III of this RFP. The procurement officer shall have the right to determine whether any deviation from the requirements of this RFP is substantive in nature, and may reject proposals that are not reasonably susceptible of being selected for contract award. The procurement officer may reject proposals in whole or in part, may waive minor irregularities, may allow an offeror to correct minor irregularities and may negotiate with offerors in any

manner deemed necessary to serve the best interests of the State.

7.3 Oral Presentations: Upon receipt and review of the written proposals, the committee shall have the option of eliminating from the competition those offerors whose written proposals are not determined to be not reasonably susceptible of being selected for award. The remaining offerors may be requested to make oral presentations not to exceed one hour. Oral presentations, if any, shall be considered as part of the offeror's proposal.

7.4 Negotiation and Recommendation: Following oral presentations, if any, and after consultation with the committee, the procurement officer may recommend an offeror to the Attorney General, based upon the offeror's written proposal and oral presentation and without any negotiation.

If, after committee consultation, the procurement officer determines that negotiations are in the best interest of the State, he/she will advise offerors how such negotiations will be conducted. Following such negotiations, and upon consideration of "best and final offers" submitted as part of these negotiations, the procurement officer, after considering the views of the committee regarding the factors in section 7.5, below, shall make his/her recommendation to the Attorney General. The Attorney General shall award the contract(s) to the offeror(s) whose proposal(s), in his judgment best serve[s] the interests of the MTA and the State. Offerors whose proposals are not accepted will be so notified in writing.

7.5 Evaluation Considerations: The committee will evaluate the proposals on the basis of the following factors listed in order of their importance.

A. Specific Individuals Responsible for Performance of Contract: An evaluation of the qualifications, expertise, and general reputation of the individuals who will be responsible for the performance of contract services. Included will be the individual's expertise in the fields of tort litigation and his/her availability for consultation during the term of the

contract.

B. Litigation Experience: The quality and quantity of the offeror's significant expertise in the area of tort litigation and related areas of the law, with emphasis on prior experience in the defense of motor torts.

C. Price. An evaluation of the offeror's proposed fixed, melded hourly rates of compensation for services to be performed by attorneys, para-professionals and law graduates and of the reasonableness of the offeror's total compensation for services in relation to the services performed as required by this RFP, including the offeror's proposed use of para-professionals, the proposed division of responsibilities between firms in a joint venture, the efficiency with which offerors suggest they will be able to perform services and the availability of members of the contract team.

D. Minority Participation: An evaluation of the extent and quality of the proposed participation by socially and economically disadvantaged individuals and minority business enterprises in the contract.

E. Presentation: The clarity, completeness, and responsiveness of the offeror's written proposal and the oral presentation, if any.

PART VIII - AMERICANS WITH DISABILITIES ACT COMPLIANCE

8.1 Alternative Forms: Alternative forms of this RFP will be provided upon request.

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ATTACHMENT A

PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____
and the duly authorized representative of [business] _____

_____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101 (f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of , bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name (s) of person (s) involved, and their current positions and responsibilities with the business]: _____

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

b) been convicted of any criminal violation of a state or federal antitrust statute;

c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

g) admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name (s) of the person (s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the preceding, the name (s) of the person (s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101 et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows [indicate the reason (s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, contraction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, that above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Elections Law Article, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

J. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - c) Prohibit its employees from working under the influence of drugs or alcohol;
 - d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

- e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - i. The dangers of drug and alcohol abuse in the workplace;
 - ii. The business' policy of maintaining a drug and alcohol free workplace;
 - iii. Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees who abuse drug and alcohol in the workplace;
- g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § (J)(2)(b), above;
- h) Notify its employees in the statement required by § (J)(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- i) Notify the procurement officer within 10 days after receiving notice under §(J)(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- j) Within 30 days after receiving notice under §(J)(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - i. Take appropriate personnel action against an employee, up to and including termination; or

- ii. Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of § (J)(2)(a)-(j), above.
- 3. If the business is an individual, the individual shall certify and agree as set forth in § (J)(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- 4. I acknowledge and agree that:
 - a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - b) The violation of the provisions of, COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic _____) (foreign _____) registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that

the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

[If not applicable, so state].

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the contract.

M. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of the bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic _____)
(foreign _____)
corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessment and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____

Address: _____

2. Except as validly contested, the business has paid, or has arranged for payment of all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessment and Taxation and the Department of Labor, Licensing, and Regulations, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 2008, and executed by me for the purpose of obtaining the contract to which this

Exhibit is attached remains true and correct in all respects as if made as of the of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date:_____

By:_____
(Authorized Representative and Affiant)

ATTACHMENT C

ASSISTANT COUNSEL CONTRACT
MARYLAND TRANSIT ADMINISTRATION
Contract No. OAG-MTA-005B-13

This contract (the "Contract") is made by and between the Attorney General of the State of Maryland (the "Attorney General") on behalf of the Maryland Transit Administration ("MTA"), an agency of the Department of Transportation (the "Department") of the State of Maryland (the "State") and _____, (the "Contractor"), whose Federal Tax Identification Number is _____.

1. Contract:

1.1 Contract Documents. This Contract consists of the matters identified in this Section 1 ("Contract Documents"), all of which are part of this Contract as if fully set forth herein (all as amended from time to time):

- A. This Contract;
- B. Attachment A: Request for Proposals - Part B for Assistant Counsel dated _____ ("RFP");
- C. Attachment B: Contractor's Technical and Price Proposals dated _____, 2008 (the "Proposal"; the RFP and the Proposal being collectively referred to as the "Solicitation Documents"); and
- D. Attachment C: Contract Affidavit (the "Affidavit").

If there are any inconsistencies between or among the Contract or Attachments A, B, or C, the Contract Documents shall control in the following order of priority: the Contract, then Attachment A, then Attachment B, then Attachment C.

The obligations, representations, terms and conditions set forth in the Solicitation Documents and the Affidavit are provisions of this Contract and are supplemental to the provisions set forth here.

1.2 Contract Term. The Contract shall commence on November 1, 2008 (the "Commencement Date") and shall expire on the later of (a) three (3) years after the Commencement Date (the "Expiration Date"), or (b) upon completion of all work authorized on or before the Expiration Date, unless renewed or sooner terminated in accordance with this Contract. At the option of the Attorney General, this Contract may be renewed on the same terms and conditions for two additional one-year terms. The Contractor shall be notified at least thirty (30) days prior to the end of the initial term whether the Contract will be renewed and what

the length of the renewal term (if any) will be. The melded fixed hourly rates of compensation specified in Section 3.1 of this Contract shall apply to these renewal terms, if any.

2. Scope of Services.

2.1 The general scope of work for this Contract is set forth in the Contract Documents, collectively. The Contractor shall serve as Assistant Counsel to MTA and shall perform the services described in Part IV of the RFP. The Contractor shall provide these services in accordance with the terms and conditions of this Contract. The Attorney General shall have the unilateral right to require changes in the scope of services, provided such changes are within the general scope of the work to be performed.

3. Compensation and Method of Payment.

3.1 The Contractor will be paid for services rendered under the Contract as follows:

A. Payments will be made upon the submission of monthly invoices delineating the services provided in each case during the month.

B. Payments to the Contractor for Contract services will be based upon a reasonable number of actual hours expended by the Contractor's attorneys and para-professionals in the performance of the services, as approved by the procurement officer or his/her designee. The Contractor must evidence these hours in a manner satisfactory to the procurement officer or his/her designee. The approved number of hours will be multiplied by the melded fixed hourly rates of compensation proposed by the Contractor and set forth in Section 3.1 C below. The determination of the reasonableness of the number of hours worked by the Contractor's attorneys and para-professionals is in the sole discretion of the procurement officer.

C. The melded fixed hourly rate of compensation for each attorney performing Contract services shall be \$_____ per hour for the initial Contract term as set forth in Section 1.2 of this Contract and \$_____ per hour for any renewal term or terms of the Contract. The melded fixed hourly rate of compensation for each para-professional and law graduate not admitted to practice performing services under the Contract shall be \$_____ per hour for the initial Contract term as set forth in Section 1.2 of this Contract and \$_____ per hour for any renewal term or terms of the Contract. No compensation will be permitted for law clerks.

3.2 The Contractor will:

A. During the term of the Contract, be reimbursed for reasonable, allowable and allocable direct costs and expenses incurred in the performance of the Contract services as follows:

(1) Travel expenses incurred by the Contractor outside the greater Baltimore area (but not including travel to or from a home or business location outside the area), including transportation, meals and lodging at the rates set in the State's standard travel regulations, as amended from time to time;

(2) Messenger or overnight delivery services;

(3) Long distance telephone charges to parties outside the greater Baltimore area;

(4) Photocopying charges at cost, if approved in advance by the procurement officer or his/her designee.

B. The Contractor will not be reimbursed for indirect costs such as:

(1) Secretarial services, whether performed during regular business hours or overtime;

(2) Preparation and review of billings;

(3) In-house messenger services;

(4) Para-professional overtime costs; and

(5) Long distance telephone or other communication services between joint venturers in a Contract, if any.

Non-reimbursable expenses may not be recovered indirectly through charges for hours worked.

C. The Contractor shall maintain records relating to the costs and expenses incurred by the Contractor in the performance of the Contract for a period of three years from the date of final payment under the Contract.

3.3 The Contractor shall submit invoices in a form acceptable to the procurement officer or his/her designees, which shall include the names of attorneys and para-professionals providing services, the dates of such services, a description of the services performed, and the number of hours worked. All invoices for services rendered shall be subject to the review and approval of the procurement officer. Each invoice shall state the Contractor's Federal Tax Identification Number. Each invoice shall also include an itemized listing of reimbursable expenses and amounts.

3.4 The MTA will not withhold federal, State and local taxes and FICA taxes, if any, from payments made pursuant to the Contract.

4. Procurement Officer. The procurement officer for the Contract is T. Byron Smith, Assistant Attorney General and Deputy Counsel for the Maryland Transit Administration, or such other person designated by the Attorney General.

5. Entire Agreement; Modification; Case Assignment.

5.1 The Contract constitutes the entire agreement between the parties and any other communications between the parties before the execution of the Contract, whether written or oral, with reference to the subject matter of the Contract, are superseded by the agreements contained herein.

5.2 The Contract may not be modified, amended, changed, or altered except by written instrument executed by the parties hereto and approved by the procurement officer.

6. Governing Law. The laws of the State of Maryland shall govern the Contract.

7. Nondiscrimination. The Contractor shall comply with all applicable federal and State laws, rules and regulations and policies and procedures of the MTA and the Department involving nondiscrimination on the basis of race, color, creed, political or religious opinion or affiliation, marital status, sexual orientation, national origin, age, gender, or physical or mental disability. The Contractor certifies that it prohibits, and covenants to continue to prohibit, discrimination on the basis of (i) political or religious opinion or affiliation, marital status, sexual orientation, race, color, creed, or national origin, or (ii) gender or age, except when gender or age constitutes a bona fide occupational qualification, or (iii) the physical or mental disability of a qualified individual with a disability. Upon request, the Contractor will submit information to the procurement officer or his/her designees relating to the Contractor's operations with regard to the above.

8. Contractor Responsibilities. The Contractor shall assume sole responsibility for all work to be performed under the Contract. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by counsel in the performance of services similar to the services to be performed hereunder. The Contractor shall not make any changes in the attorneys named in its Proposal without the prior written consent of the procurement officer or his/her designees. Any changes without the prior written consent of the procurement officer or his/her designees shall be deemed an event of default by the Contractor under the Contract.

9. Subcontracting. The Contractor shall not subcontract, in whole or in part, for any of the services to be performed under this Contract without the prior written consent of the Attorney General and the procurement officer or his/her designees, which is in their sole discretion.

10. Assignment of Contract. The Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or any rights created hereunder to any person, firm, partnership, company, corporation or other entity without the prior written consent of the Attorney General and the procurement officer or his/her designees.

11. Dissemination of Information. During the term of the Contract, the Contractor shall:

A. not (and shall not permit its agents or employees to) release, disseminate, publish, distribute or circulate, in any manner whatsoever, any information, data, documents or materials related to the services or performance of the services under the Contract or to the Contract, nor publish any final reports or documents, without the prior written consent of the procurement officer or his/her designees and the MTA; and

B. within the limitations of the Code of Professional Responsibility, indemnify and hold harmless the Attorney General, the MTA and the State, their respective officers, agents and employees, from all liability which may be incurred by reason of the release, dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, document, or materials pertaining in any way to the Contract by the Contractor, its agents or employees.

12. Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure the Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract. For breach or violation of this warranty, the MTA shall have the right to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Itemization of Expenses and Retention of Records.

A. The Contractor shall maintain, for each individual attorney and para-professional performing services on behalf of the Contractor under this Contract, complete time records pertaining to and documenting the Contract services. A summary of the time records (and any coding symbols necessary to interpret the records) indicating the name of the attorney or para-professional, the services rendered, and the amount of time spent by each such individual performing such work shall be furnished to the MTA at the end of each month. In addition, such records shall be available to the procurement officer or his/her designees, the MTA and any auditors acting on their behalf, at all reasonable times during the term of the Contract and for a period of three (3) years after the termination of the Contract.

B. The Contractor shall maintain all records and documents (including information stored by electronic means) relating to this Contract for three (3) years after final payment hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or his/her designees, at all reasonable times.

14. Cost and Price Certification. The Contractor has submitted cost or price information and certifies that, to the best of its knowledge, the information submitted is accurate, complete and current as of the Commencement Date. The prices under the Contract or any Contract modification shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the Commencement Date, was inaccurate, incomplete or not current.

15. Mandatory Disclosure. The Contractor shall comply with Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland and receives in the aggregate \$100,000 or more during a calendar year shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State a list containing the names and addresses of its resident agent, each of its officers and any individual who is a beneficial owner of 5 percent or more of the contracting business.

16. Insurance. The Contractor shall maintain all insurance coverage required by Section 2.5 of the RFP. The Contractor shall maintain in full force and effect during the term of the Contract professional liability insurance in an aggregate amount of not less than \$5 million (the "Insurance Amount") which liability insurance shall include coverage for practice in the field of motor vehicle torts. The Contractor agrees that thereafter it shall maintain, for the entire period in which it and each of its attorneys (subject to any applicable statute of limitations) may incur any professional liability in connection with the performance or failure to perform services under the Contract, professional liability insurance in the aggregate amount of not less than the Insurance Amount, which liability insurance should include coverage for practice in the field of motor vehicle torts. If the Contractor is a joint venture, and one party of the joint venture does not have such liability insurance, this requirement may be satisfied if the co-venturer with the liability insurance shall provide assurances of indemnity, satisfactory to the procurement officer or his/her designees, that it will be liable for the performance of the other co-venturer.

The Contractor shall purchase and maintain during the term of the Contract, and shall provide to the MTA upon Contract award evidence of its current insurance policies in effect for its professional liability coverage and for all other coverage required by Section 2.5 of the RFP.

The Contractor shall not commence work under the Contract until evidence of all the insurance coverage has been reviewed and approved by the MTA.

The Contractor shall not alter or change, reduce the limit of liabilities, cancel or non-renew any of the required insurance coverage without sixty days prior written notice of same to the MTA, and shall maintain all coverage until it receives notice from the MTA that Contract services have been completed.

17. Conflicts. To avoid potential conflicts of interest, the Contractor agrees to examine its client/matter listings carefully on a periodic basis, to notify the MTA and the procurement officer or his/her designees immediately of any potential conflict of interest and, if requested, to undertake immediate action to eliminate the source of the potential conflict of interest. The MTA and the

procurement officer or his/her designees reserve the right to make the Contractor aware of situations in which they believe the Contractor is involved which may present a conflict of interest and to request that the Contractor promptly remedy the situation. By executing this Contract, the Contractor hereby acknowledges and agrees that, upon request of the MTA and the procurement officer or his/her designees, the Contractor, to the extent permitted by the Code of Professional Responsibility, will withdraw from representation of parties whose interests are adverse to the interests of the MTA. The Contractor hereby further acknowledges that the procurement officer reserves the right, in his/her sole discretion, to select another law firm to represent the MTA in a particular matter if the conflict of interest is not resolved to the satisfaction of the Attorney General.

18. Compliance with Law. The contractor hereby represents and warrants that:

A. it is qualified to do business in the State and that it will take such action as, from time to time, may be necessary to remain so qualified;

B. it is not in arrears with respect to the payment of any moneys due and owing the State, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

C. it shall comply with all federal, State and local laws, ordinances, rules and regulations applicable to its activities and obligations under this Contract; and

D. it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

19. Non-Hiring of Employees. No employee of the State, or any department commission, agency, unit or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while being employed, become or be an employee of the party or parties hereby contracting with the State, or any department, commission, agency, unit or branch thereof.

20. Termination of Contract for Default. If the Contractor fails to fulfill its obligations under the Contract properly and on time, or is unable to continue staffing the Contract as set forth in the Proposal, or otherwise violates any provisions of the Contract, the Attorney General may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied on as cause for termination. All finished or unfinished services provided by the Contractor, shall, at the Attorney General's option, become the property of the Attorney General provided the MTA has paid the sums, if any, due to the Contractor pursuant to this Section 20. The MTA shall pay the Contractor (a) fair and equitable compensation (based upon the rates of compensation described in Section 3 hereof) for satisfactory performance prior to receipt of notice of termination and (b) all reasonable expenses incurred by the Contractor prior to receipt of such notice, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination, and the Attorney General or the MTA can affirmatively collect damages.

21. Termination of Contract for Convenience. The performance of work under this Contract may be terminated by the Attorney General in accordance with this clause in whole, or from time to time in part, whenever the Attorney General shall determine that such termination is in the best interest of the Attorney General, the MTA, or the State. The MTA will pay the Contractor (a) compensation for services performed prior to the date of termination based upon the rates set forth in Section 3 hereof and (b) all reasonable expenses as set forth in Section 3 incurred by the Contractor to such date of termination.

22. Indemnification.

A. The Contractor shall, within the limitations of the Code of Professional Responsibility, indemnify and hold harmless the Attorney General, the MTA, and the State, their respective officers, agents and employees from and against all claims, suits, judgments, expenses, actions, damages and costs (including reasonable attorneys' fees) of every name and description, arising out of, or resulting from, the performance of the services of the Contractor under this Contract or a breach of any or all of the Contractor's obligations under this Contract.

B. The State has no obligation to provide legal counsel or defense to the Contractor in the event that a suit, claim, or action of any character is brought by any person against the Contractor as a result of or relating to the Contractor's obligations under this Contract.

C. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor as a result of or relating to the Contractor's obligations under this Contract.

D. The Attorney General, the MTA, and the State shall not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the performance of this Contract.

E. The Contractor shall immediately notify the procurement officer of any claim or suit made or filed against the Contractor resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

23. Correction of Errors, Defects and Omissions. The Contractor, upon request, agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to the MTA or the Attorney General. The acceptance of the work set forth herein by the Attorney General, or the MTA, shall not relieve the Contractor of the responsibility of subsequent correction of such errors.

24. Anti-Bribery. The Contractor is required to be aware of the State Finance and Procurement Article, Sections 16-201 et seq. of the Annotated Code of Maryland which requires that any person convicted of bribery, attempted bribery, or conspiracy to bribe based upon acts committed after July 1, 1977, in the obtaining of a contract from the State of Maryland or any of its subdivisions, shall be subject to disqualification pursuant to the State Finance and Procurement Article, Section 16-201 et seq. from entering into a contract with the State of Maryland, or any county or other subdivision of the State of Maryland for the supply of materials, equipment, or services by the person.

25. Political Contribution Disclosure. The Contractor shall comply with the provisions of the Election Law Article, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies, or a political subdivision of the State, during the reporting period described in Sections 14-101 through 14-104 of the Elections Law Article, in which the person received in the aggregate of \$100,000 or more, shall file with the State Board of Elections certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

26. Drug and Alcohol Free Workplace. The Contractor certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace during the term of this Contract. Specifically, the Contractor shall:

A. prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace;

B. prohibit its employees from working under the influence of alcohol or drugs;

C. not hire or assign to work on an activity funded in whole or part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program;

D. promptly inform the appropriate law enforcement agency of every drug related crime that occurs in its workplace if it or any of its employees has observed the violation or otherwise has reliable information that a violation has occurred; and

E. notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug and alcohol free workplace.

27. Termination of Multi-Year Contract. If funds are not appropriated or if funds are not otherwise made available for continued performance of this Contract at any time during the Contract term, this Contract shall be canceled as of the time for which funds were not appropriated or otherwise made available; however, this will not affect the MTA's rights under any other termination clause of this Contract. The effect of termination of this Contract pursuant

to this Section will be to discharge the Contractor, the Attorney General and the MTA from future performance of this Contract, but not from their obligations existing at the time of termination. The Contractor shall be paid (a) compensation for services performed prior to the date of termination based upon the rates set forth in Section 3 hereof, and (b) all reasonable expenses as set forth in Section 3 incurred by the Contractor prior to such date of termination. The MTA shall notify the Contractor within 30 days prior to the termination of the Contract pursuant to this Section.

28. Ownership of Documents and Materials.

A. The Contractor agrees that all documents and materials in Contractor's possession in any format or medium, prepared by or for the Contractor under the terms of this Contract (the "Files") shall at any time during the performance of the services be made available to the Attorney General or the procurement officer and shall become and remain the property of the Attorney General upon termination or completion of the services. The Attorney General shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract.

B. Immediately upon termination or expiration of this Contract, the Contractor shall deliver the Files to the procurement officer or to a location within the State designated by the procurement officer. The Contractor shall have the right to retain copies of those portions of the Files that the Contractor reasonably requires for professional liability purposes.

29. Procurement Regulations. This Contract is not subject to the provisions of Division II of the State Finance and Procurement Article of the Annotated Code of Maryland or the State procurement regulations set forth in COMAR Title 21.

30. No Assurance of Work. The Contractor acknowledges that the Attorney General may award more than one Contract for Assistant Counsel to the MTA. The Contractor further acknowledges that it has received no assurances of any minimum amount or type of work under this Contract. The procurement officer or his/her designees shall have the sole discretion to determine which contractor to the MTA shall be assigned to handle a particular case and shall have the further right to assign a particular case to the Contractor if the procurement officer or his/her designees determines such action to be in the best interest of the MTA.

31. Notices. Service of any notice under this Contract shall be complete upon mailing of such notice, mailed through the United States mail, postage prepaid, or hand delivery to the procurement officer, if such notice is to the Attorney General, or to the person executing this Contract on behalf of Contractor, if such notice is given to the Contractor.

32. Effective Date. This Contract shall take effect upon approval and execution by the Attorney General, provided it has first been duly executed by the Contractor.

Witness the following signatures and seals:

WITNESS:

CONTRACTOR:

By: _____

(Typed Name)

(Title)

(Taxpayer Identification Number)

(Date)

WITNESS

THE ATTORNEY GENERAL
OF THE STATE OF MARYLAND

Douglas F. Gansler

Reviewed and Acknowledged:

MARYLAND TRANSIT ADMINISTRATION

By: _____
Administrator

ATTACHMENT D**SUITS ASSIGNED TO OUTSIDE COUNSEL
THROUGH THE TRANSIT INSURANCE GROUP OF MTA
FROM NOVEMBER 2008 TO APRIL 2013**

MONTH	District Court Cases	Circuit Court Cases	TOTAL
Oct-13			0
Sep-13			0
Aug-13			0
Jul-13			0
Jun-13			0
May-13			0
Apr-13	23	9	32
Mar-13	24	4	28
Feb-13	23	8	31
Jan-13	24	3	27
Dec-12	27	4	31
Nov-12	28	3	31
Oct-12	24	3	27
Sep-12	22	4	26
Aug-12	25	4	29
Jul-12	17	5	22
Jun-12	26	4	30
May-12	24	4	28
Apr-12	21	5	26
Mar-12	28	2	30
Feb-12	30	6	36
Jan-12	27	1	28
Dec-11	26	4	30
Nov-11	41	5	46
Oct-11	28	7	35
Sep-11	37	2	39
Aug-11	37	4	41
Jul-11	30	4	34
Jun-11	24	7	31
May-11	34	6	40

Apr-11	22	9	31
Mar-11	51	4	55
Feb-11	30	5	35
Jan-11	20	9	29
Dec-10	35	4	39
Nov-10	27	8	35
Oct-10	31	4	35
Sep-10	15	6	21
Aug-10	42	2	44
Jul-10	46	7	53
Jun-10	24	6	30
May-10	27	4	31
Apr-10	36	7	43
Mar-10	32	8	40
Feb-10	11	6	17
Jan-10	28	7	35
Dec-09	19	7	26
Nov-09	16	2	18
Oct-09	25	5	30
Sep-09	21	6	27
Aug-09	27	9	36
Jul-09	25	8	33
Jun-09	27	6	33
May-09	17	0	17
Apr-09	35	8	43
Mar-09	26	4	30
Feb-09	32	2	34
Jan-09	17	2	19
Dec-08	22	3	25
Nov-08	24	2	26
Totals	1460	268	1728

ATTACHMENT E

MTA LITIGATION SETTLEMENT REPORT

Today's Date:

Plaintiff's Name:

TIG File Number:

Adjuster Letter:

Law File Number:

DOA:

PAID:

MEDS:

LOST WAGES:

Close Method/CISMTHD:

Settled by:

IF AFTER TRIAL OR DISMISSED BY COURT:

(Last) Offer :

(Last) Demand:

Date (Suffix) Closed:

Make Check Payable to:

Address:

Tax Identification No.:

P/D Cross-Claim was filed against:

Recovery: \$

Maryland Transit Administration
Request for Proposals - Part B
for Assistant Counsel

PRICE PROPOSAL

Name of Offeror:

In response to the Request for Proposals - Part B for Assistant Counsel for the Maryland Transit Administration, we hereby submit the following:

Price Proposal:

MELDED HOURLY RATES:

<i>For Initial Term of the Contract</i>	(A)	Attorneys	\$_____
	(B)	Paraprofessionals	\$_____
<i>For Any Renewal Term or Terms of the Contract</i>	(A)	Attorneys	\$_____
	(B)	Paraprofessionals	\$_____

The undersigned is authorized to, and certifies on behalf of the offeror, that the price information submitted in this bid is accurate, complete and correct.

Date: _____ BY: _____

Title